

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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ZHU JUN a/k/a JUN "JANE" LE GALL,

Plaintiff,

-against-

22 CIVIL 10466 (JMF)

JUDGMENT

BANK OF AMERICA, N.A. et al.,

Defendants.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated November 2, 2023, Le Gall's claims against both the Individual Defendants and the Bank Defendants are dismissed. Additionally, the Court declines to sua sponte grant Le Gall leave to amend. To be sure, leave to amend a pleading should be freely given when justice so requires, Fed. R. Civ. P. 15(a)(2), but it is "within the sound discretion of the district court to grant or deny leave to amend," McCarthy v. Dun & Bradstreet Corp., 482 F.2d 184, 200 (2d Cir. 2007). Exercising that discretion, there are several reasons to deny leave here. First, a district court may deny leave to amend where, as here, amendment would be futile because the problems with a plaintiff's claims are "substantive" and "better pleading will not cure" them. Cuoco v. Moritsugu, 222 F.3d 99, 112 (2d Cir. 2000). Second, Le Gall was previously granted leave to amend while being instructed that she would not be given any further opportunity to amend, ECF No. 32, and she did in fact amend. Finally, Le Gall neither seeks leave to amend again nor suggests that she possesses any additional facts

that could cure the defects in her dismissed claims. See, e.g., Fischman v. Mitsubishi Chem. Holdings Am., Inc., No. 18-CV-8188 (JMF), 2019 WL 3034866, at *7 (S.D.N.Y. July 11, 2019). Accordingly, the case is closed.

Dated: New York, New York

November 3, 2023

**RUBY J. KRAJICK
Clerk of Court**

BY:



Deputy Clerk